

**SUMMONS**  
**(CITACION JUDICIAL)**

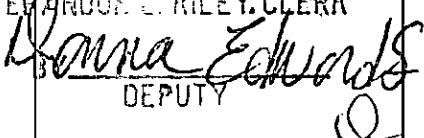
**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

PEGASUS AVIATION SERVICES, LLC; and DOES 1-100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RAOOF ABDUL SAYAD, an individual,

SUM-100

<b>FILED</b> <b>SUPERIOR COURT FOR COURT USE ONLY</b> <b>(SOLO PARA USO DE LA CORTE)</b> <b>2021 JUL 26 AM 11:03</b> <b>BRANDON E. RILEY, CLERK</b>  <b>DEPUTY</b>
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**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, County of San Joaquin

180 E. Weber Avenue, Stockton, CA 95202

STK-CV-JUL 26 2021-7032

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

John P. Briscoe (SBN: 273690); Mayall Hurley, P.C., 2453 Grand Canal Boulevard, Stockton, CA 95207; Tel: (209) 477-3833

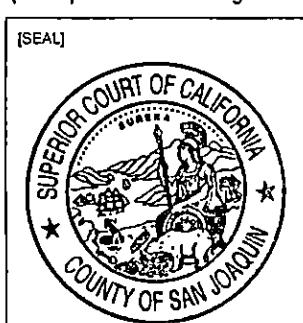
DATE: JUL 26 2021 (Fecha)

BRANDON E. RILEY

Clerk, by  
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

John P. Briscoe (SBN: 273690)  
 Mayall Hurley, P.C.  
 2453 Grand Canal Boulevard, Stockton, CA 95207

TELEPHONE NO.: (209) 477-3833

FAX NO. (Optional): (209) 473-4818

ATTORNEY FOR (Name): Plaintiff Raoof Abdul Sayad, an individual

FOR COURT USE ONLY

FILED  
SUPERIOR COURT - STOCKTON

2021 JUL 26 AM 11:03

BRANDON E. RILEY, CLERK

*Donald Edwards*STK-CV-UOE-2021-703d

JUDGE: \_\_\_\_\_

DEPT.: \_\_\_\_\_

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

STREET ADDRESS: 180 E. Weber Avenue

MAILING ADDRESS: 180 E. Weber Avenue

CITY AND ZIP CODE: Stockton 95202

BRANCH NAME: Civil

## CASE NAME:

Sayad v. Pegasus Aviation Services, LLC, et al.

## CIVIL CASE COVER SHEET

Unlimited       Limited  
 (Amount demanded  
 exceeds \$25,000)      (Amount  
 demanded is  
 \$25,000)

## Complex Case Designation

Counter       Joinder

Filed with first appearance by defendant  
(Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

## 1. Check one box below for the case type that best describes this case:

## Auto Tort

Auto (22)  
 Uninsured motorist (46)  
**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**  
 Asbestos (04)  
 Product liability (24)  
 Medical malpractice (45)  
 Other PI/PD/WD (23)  
**Non-PI/PD/WD (Other) Tort**  
 Business tort/unfair business practice (07)  
 Civil rights (08)  
 Defamation (13)  
 Fraud (16)  
 Intellectual property (19)  
 Professional negligence (25)  
 Other non-PI/PD/WD tort (35)  
**Employment**  
 Wrongful termination (36)  
 Other employment (15)

## Contract

Breach of contract/warranty (06)  
 Rule 3.740 collections (09)  
 Other collections (09)  
 Insurance coverage (18)  
 Other contract (37)  
**Real Property**  
 Eminent domain/Inverse condemnation (14)  
 Wrongful eviction (33)  
**Unlawful Detainer**  
 Commercial (31)  
 Residential (32)  
 Drugs (38)  
**Judicial Review**  
 Asset forfeiture (05)  
 Petition re: arbitration award (11)  
 Writ of mandate (02)  
 Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)  
 Construction defect (10)  
 Mass tort (40)  
 Securities litigation (28)  
 Environmental/Toxic tort (30)  
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

Enforcement of judgment (20)

## Miscellaneous Civil Complaint

RICO (27)  
 Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

Partnership and corporate governance (21)  
 Other petition (not specified above) (43)

2. This case  is  not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a.  Large number of separately represented parties      d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve      e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence      f.  Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

## 4. Number of causes of action (specify): FOURTEEN (14)

5. This case  is  not a class action suit.

## 6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 22, 2021

John P. Briscoe

(TYPE OR PRINT NAME)

## NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

*John P. Briscoe*

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Claims Involving Mass Tort (40)
Asbestos (04)	Contract/Warranty Breach—Seller Plaintiff ( <i>not fraud or negligence</i> )	Securities Litigation (28)
Asbestos Property Damage	Negligent Breach of Contract/ Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/ Wrongful Death	Other Breach of Contract/Warranty	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Collections (e.g., money owed, open book accounts) (09)	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Collection Case—Seller Plaintiff	Enforcement of Judgment (20)
Medical Malpractice— Physicians & Surgeons	Other Promissory Note/Collections Case	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Confession of Judgment ( <i>non-domestic relations</i> )
Other PI/PD/WD (23)	Auto Subrogation	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Coverage	Administrative Agency Award ( <i>not unpaid taxes</i> )
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Other Contract (37)	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Contractual Fraud	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Other Contract Dispute	<b>Miscellaneous Civil Complaint</b>
Other PI/PD/WD	<b>Real Property</b>	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Eminent Domain/Inverse Condemnation (14)	Other Complaint ( <i>not specified above</i> ) (42)
Business Tort/Unfair Business Practice (07)	Wrongful Eviction (33)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Other Real Property (e.g., quiet title) (26)	Injunctive Relief Only ( <i>non-harassment</i> )
Defamation (e.g., slander, libel) (13)	Writ of Possession of Real Property	Mechanics Lien
Fraud (16)	Mortgage Foreclosure	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Intellectual Property (19)	Quiet Title	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Professional Negligence (25)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	<b>Unlawful Detainer</b>	Partnership and Corporate Governance (21)
Other Professional Malpractice ( <i>not medical or legal</i> )	Commercial (31)	Other Petition ( <i>not specified above</i> ) (43)
Other Non-PI/PD/WD Tort (35)	Residential (32)	Civil Harassment
<b>Employment</b>	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Workplace Violence
Wrongful Termination (36)	Judicial Review	Elder/Dependent Adult Abuse
Other Employment (15)	Asset Forfeiture (05)	Election Contest
	Petition Re: Arbitration Award (11)	Petition for Name Change
	Writ of Mandate (02)	Petition for Relief From Late Claim
	Writ—Administrative Mandamus	Other Civil Petition
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

1 **MAYALL HURLEY P.C.**  
2 **JOHN P. BRISCOE (SBN: 273690)**  
3 **jbriscoe@mayallaw.com**  
4 **2453 Grand Canal Boulevard**  
5 **Stockton, California 95207-8253**  
6 **Telephone: (209) 477-3833**  
7 **Facsimile: (209) 473-4818**

FILED  
SUPERIOR COURT - STOCKTON

2021 JUL 26 AM 11:04

BRANDI E. RILEY, CLERK

BY Donna Edwards  
DEPUTY

5 Attorneys for Plaintiff Raoof Abdul Sayad

6  
7 **SUPERIOR COURT OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

9 **RAOOF ABDUL SAYAD, an individual,**

Case No. STK-CV-2021-7032

10 **Plaintiff,**

**CLASS ACTION, REPRESENTATIVE, AND  
INDIVIDUAL COMPLAINT**

11 **vs.**

12 **PEGASUS AVIATION SERVICES, LLC;**  
13 **and DOES 1-100, inclusive,**

14 **Defendants.**

1. **FAILURE TO PAY SICK LEAVE AT  
CORRECT RATE (CLASS ACTION)**
2. **FAILURE TO PROVIDE REST PERIODS  
OR PAY PREMIUMS AT CORRECT RATE  
(CLASS ACTION)**
3. **FAILURE TO FURNISH ACCURATE  
ITEMIZED WAGE STATEMENTS (CLASS  
ACTION)**
4. **UNFAIR COMPETITION (CLASS ACTION)**
5. **PRIVATE ATTORNEYS GENERAL ACT**
6. **DISABILITY DISCRIMINATION**
7. **RETALIATION FOR OPPOSING  
DISCRIMINATION AND HARASSMENT**
8. **RETALIATION FOR TAKING  
PROTECTED MEDICAL LEAVE**
9. **RETALIATION FOR REQUESTING  
ACCOMMODATION FOR DISABILITY**
10. **RELIGIOUS CREED DISCRIMINATION**
11. **FAILURE TO PREVENT  
DISCRIMINATION AND RETALIATION**
12. **FAILURE TO PAY OVERTIME AT  
CORRECT RATE**
13. **FAILURE TO PROVIDE MEAL PERIODS  
OR PAY PREMIUMS AT CORRECT RATE**
14. **FAILURE TO PAY ALL WAGES DUE  
UPON END OF EMPLOYMENT**

27 **JURY TRIAL DEMANDED**

1 Plaintiff Raoof Abdul Sayad brings this class, representative, and individual action against  
2 Pegasus Aviation Services, LLC, a limited liability company; and Does 1 through 100, for violations  
3 of the Labor Code and Government Code.

4 **PARTIES**

5 1. Raoof Abdul Sayad (“Sayad” or “Plaintiff”) is and at all times relevant herein was  
6 employed in San Joaquin County, California, and was an “employee” as defined by the Fair  
7 Employment and Housing Act (“FEHA”), as well as the Labor Code and the applicable California  
8 Industrial Wage Commission (“TWC”) Order(s).

9 2. Pegasus Aviation Services, LLC (“Pegasus Aviation Services” or “Defendant”) is an  
10 Alaska limited liability company formed under the laws of that state.

11 3. At all times relevant herein, Pegasus Aviation Services has been an “employer” under  
12 the FEHA, as well as the Labor Code and the applicable California Industrial Wage Commission  
13 (“IWC”) Order(s).

14 4. Pegasus Aviation Services and Does 1-100 are collectively referred to as Defendants.

15 5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as  
16 Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sue such  
17 Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names  
18 and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each  
19 of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged  
20 and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants.  
21 Unless otherwise indicated, each Defendant was acting within the course and scope of said agency  
22 and/or employment, with the knowledge and/or consent of said co-Defendant.

23 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned  
24 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,  
25 employee, partner and/or joint venturer of and was acting in concert with each of the remaining  
26 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting  
27 within the course and scope of such agency, service, employment partnership, joint venture and/or

1 concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and  
2 within the course and scope of such agency and/or employment, with the knowledge and/or consent of  
3 the remaining Defendants.

4 **VENUE AND JURY TRIAL DEMAND**

5 7. Venue is proper in this court because the unlawful acts alleged herein took place in San  
6 Joaquin County, California and Plaintiff's place of employment with Defendants was within San  
7 Joaquin County. Plaintiff hereby demands a jury trial.

8 **GENERAL ALLEGATIONS**

9 8. Sayad was hired by Pegasus Aviation Services on or around June 2, 2018 as an Aircraft  
10 Maintenance Technician. At all times during his employment, Sayad's employment was at the Stockton  
11 Airport in Stockton, California.

12 9. At all times during his employment with Pegasus Aviation Services, Sayad performed  
13 his job duties with distinction and never received any writeups or other discipline in connection with  
14 his job performance.

15 10. Sayad is a military veteran, and has knee and back disabilities in connection with his  
16 prior military service. These disabilities sometimes limited Sayad's ability to perform every aspect of  
17 his job duties, but he was generally accommodated by his coworkers.

18 11. Shortly after Sayad's employment began, he was subjected to harassment by a coworker,  
19 Scott (last name unknown). Sayad is a practicing Muslim and he was provided the accommodation of  
20 being allowed short breaks during the workday to pray. Scott was bothered by this and repeatedly told  
21 Sayad that he couldn't pray at work. Scott also expressed annoyance that Sayad is disabled and  
22 sometimes needed assistance from his coworkers. Scott stated to Sayad and others that he would review  
23 his employment application to see if Sayad disclosed his disability during the hiring process. Scott also  
24 told Sayad's coworkers that Sayad was "on thin ice" and was going to be fired.

25 12. Sayad thus felt that he was being harassed because of his religious beliefs and  
26 observances and also his disability, and complained as much to the Vice President of Pegasus Aviation

1 Services, Kyle Weber (“Weber”). The matter was addressed and Scott was transferred to a different  
2 work location.

3       13. Sayad’s daughter is disabled and Sayad would sometimes need to take time off work to  
4 care for her. On October 13, 2020, Sayad was assigned to work from 7:00 p.m. through 3:00 a.m. the  
5 following day. An aircraft was delayed in arriving at the airport, past the end of Sayad’s scheduled  
6 shift. As Sayad’s daughter had a doctor’s appointment the morning following this workshift, Sayad  
7 informed his supervisor, Ron Poulin (“Poulin”), of the same. Poulin replied derisively: “I see[,] a dr  
8 appt at 0600 am [--] must be a great doctor” (inferring that he didn’t believe there even was an  
9 appointment) and threatening that “there may be consequences to this decision”. Sayad complained  
10 about this interaction to Pegasus Aviation Services’ human resources department on October 15, 2020,  
11 specifically pointing out that he had a scheduled doctor’s appointment for his disabled daughter, and  
12 that he felt he was harassed and retaliated against.

13       14. In or around October 2020, Sayad was injured in an on-the-job accident in which he  
14 slipped, fell, and suffered an injury to his lower back. As a result of this injury (which compounded  
15 Sayad’s back disability), Sayad was unable to perform his job duties; he was assigned to light duty,  
16 doing paperwork in the office. This light duty accommodated Sayad’s disclosed disability and did not  
17 pose an undue burden for Pegasus Aviation Services. Sayad also took a few days of intermittent  
18 medical leave as his symptoms flared.

19       15. In or around April 2020, Sayad learned that Scott was returning to the Stockton location.  
20 Sayad spoke with Poulin about this, explaining that Scott previously harassed him about his religious  
21 observances and his disability, but that as long as Scott didn’t bother him, his return would not be a  
22 problem.

23       16. On April 20, 2021, Sayad was suddenly informed that he was terminated. Weber and  
24 Leslie Roy (“Roy”) of human resources told Sayad that he was “not fulfilling the requirements of the  
25 customers.” Neither Weber nor Roy would or could elaborate as to what this meant, or how Sayad had  
26 in any way failed to do his job. At the end of the termination meeting, Weber told Sayad that he was  
27 eligible for rehire, and “when you get better, call me, I mean it. We’ll hire you again.” Thus, the stated  
28

1 reason for Sayad's termination was pretextual. In reality, Sayad was terminated for taking protected  
2 medical leave, because of his disclosed physical disability, his association with another disabled person,  
3 for requesting accommodation for his disclosed physical disability, for opposing unlawful  
4 discrimination and harassment, and because of his religious belief or observances.

5 17. On May 3, 2021, Sayad filed a complaint with the California Department of Fair  
6 Employment and Housing, and was issued a right-to-sue notice that same day. (Exhibit 1.)

7 18. In addition, Sayad was not paid all wages to which he was entitled under law.

8 19. At all times during his employment with Pegasus Aviation Services, Sayad was properly  
9 classified and paid as a nonexempt, hourly employee. Though he worked and earned overtime, Pegasus  
10 Aviation Services failed to pay Sayad's overtime at the appropriate rate of pay, resulting in an  
11 underpayment of wages.

12 20. Sayad earned and was paid nondiscretionary bonuses for good performance. For  
13 example, during the pay period of June 21 – July 4, 2020, Sayad earned a nondiscretionary bonus in the  
14 amount of \$1,200. (Exhibit 2.) However, and though Sayad worked overtime during this pay period,  
15 Pegasus Aviation Services failed to incorporate the value of this earned nondiscretionary bonus into  
16 Sayad's "regular rate of pay" for purposes of calculating and paying overtime wages; instead, it merely  
17 took Saad's base hourly rate of \$32 and multiplied it by 1.5. (Exhibit 3.) Thus, Pegasus Aviation  
18 services violated Labor Code section 510.

19 21. Pegasus Aviation Services also failed to provide paid sick days to its California  
20 employees, in accordance with the California Labor Code. Sayad's wage statements did not show any  
21 accrued paid sick days or paid time off, and he was not provided with any separate writing showing  
22 such. Furthermore, and on information and belief, Pegasus Aviation Services did not provide its  
23 California employees with paid sick days or paid time off in accordance with Labor Code section 246.  
24 To the extent that it did so, and on information and belief, Pegasus Aviation Services did not provide its  
25 California employees with paid sick days or paid time off at the appropriate "regular rate of pay",  
26 accounting for the value of earned nondiscretionary bonuses and other items of compensation. Thus,  
27 Pegasus Aviation Services violated Labor Code sections 233 and 246.

1       22. Because Sayad was not paid overtime at the appropriate rate, *supra*, the itemized wage  
2 statements furnished to him failed to accurately show the gross wages earned, the net wages earned,  
3 and all applicable hourly rates in effect during the pay period and the corresponding number of hours  
4 worked at each hourly rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9),  
5 respectively.

6       23. Furthermore, Sayad was denied rest and meal periods to which he was entitled. Sayad  
7 was *never* relieved of all duty and authorized and permitted to take an uninterrupted, ten-minute rest  
8 period. Further, and while Sayad typically received meal periods, they were not authorized and  
9 permitted until Sayad had already worked six hours or more. Sayad was not paid an hour of pay at his  
10 regular rate of compensation for every rest and meal period not provided. Additionally, and when  
11 Sayad was paid rest and/or meal premiums, they were paid only at his base, hourly rate, not accounting  
12 for the value of earned nondiscretionary bonuses and other items of compensation. Thus, Pegasus  
13 Aviation Services violated Labor Code sections 226.7 and 512.

14       24. Last, Pegasus Aviation Services, LLC failed to maintain compete and accurate payroll  
15 records, as required by the Labor Code. On May 18, 2021, and following written request by Sayad's  
16 attorneys, Pegasus Aviation Services produced a copy of Sayad's "Employee Earnings Reports"—  
17 computerized summaries of Sayad's earnings. (**Exhibit 4.**) However, each of these reports fail to show  
18 the inclusive dates of the pay period for which Sayad was paid, the address of the legal entity that is the  
19 employer, and all applicable hourly rates in effect during the pay period and the corresponding number  
20 of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(6), (8), and (9),  
21 respectively. By failing to keep on file either copies of Sayad's wage statements or a computer-  
22 generated record, accurately showing all information required by Labor Code section 226, subdivision  
23 (a), Pegasus Aviation Services committed a further violation of that statute.

24       25. Sayad's employment with Pegasus Aviation Services ended on or around April 20,  
25 2021. However, at no point has he been paid the full balance of unpaid overtime wages, accrued paid  
26 sick time, and premium payments for rest/meal period violations, *supra*. Accordingly, Pegasus Aviation  
27 Services violated Labor Code sections 201 and 202.

26. On May 18, 2021, Sayad provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Pegasus Aviation Services, regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. **(Exhibit 5.)**

27. The foregoing list of misconduct is a partial list only and set forth by way of example.

## **CLASS ACTION ALLEGATIONS**

28. Sayad brings the First, Second, Third, and Fourth Causes of Action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure 382. The classes which Sayad seeks to represent consist of the following:

- a. All current and former nonexempt California employees of Defendants who were paid premium payments for missed rest breaks and nondiscretionary bonuses and/or other items of compensation during one or more pay periods at any time from four years prior to the filing of this complaint through the entry of final judgment in this action (the "Rest Break Class");
- b. All current and former nonexempt California employees of Defendants who received nondiscretionary bonuses and/or other items of compensation and received sick pay during one or more pay periods at any time from four years prior to the filing of this complaint through the entry of final judgment in this action (the "Sick Pay Class"); and
- c. All members of the Rest Break Class and the Sick Pay Class who received one or more wage statements at any time from one year prior to the filing of this complaint through the entry of final judgment in this action (the "Wage Statement Class").

The Rest Break Class, the Sick Pay Class, and the Wage Statement Class are collectively referred to as "the Class."

29. The Class is so numerous that joinder of all members is impracticable, and the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is informed and believes, and based thereon alleges, that Defendants employ more than 100 employees who satisfy the class definition. Although the exact number and identity of class members is not presently known, they can be identified in Defendants' records through coordinated discovery pursuant to this class action.

30. This action may be maintained as a class because the questions of law and fact which are common to class members clearly predominate over any questions affecting only individual members and because a class action is superior to other available methods for adjudicating the controversy.

31. There are numerous common questions of law and fact arising out of Defendants' conduct. This class action focuses on Defendants': (a) systematic failure to properly pay employees for missed rest breaks; (b) systematic failure to properly pay employees with paid sick leave; and (c) systematic failure to comply with Labor Code section 226(a).

32. Furthermore, common questions of fact and law predominate over any questions affecting only individual members of the class. The predominating common or class-wide questions of law and fact include the following:

- a. Whether Defendants failed to properly calculate and pay their nonexempt California employees with premium payments for missed rest breaks;
- b. Whether Defendants failed to properly calculate and pay their nonexempt California employees with paid sick leave;
- c. Whether the wage statements Defendants furnished to their California employees comply with Labor Code section 226;
- d. Whether the alleged violations of the Labor Code constitute unfair business practices;
- e. Whether the Class is entitled to injunctive relief; and
- f. Whether the Class is entitled to unpaid wages, statutory penalties, and/or restitutionary relief, and the amount of the same.

33. Sayad's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Sayad's claims are typical of those of the Class because Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

34. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

1       35. Sayad will fairly and adequately protect the interests of all members of the Class, and  
2 has retained attorneys with extensive experience in litigation, including class and representative actions.  
3 Plaintiff has no interests that conflict with those of the Class. Sayad are able to fairly and adequately  
4 protect the interests of all members of the class because it is in their best interest to prosecute the claims  
5 alleged herein in order to obtain the full compensation due themselves and the other class members.

6       36. A class action is superior to any other method available for fairly and efficiently  
7 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)  
8 litigating the claims of individual class members would be unnecessarily costly and burdensome and  
9 would deter individual claims, 3) litigating the claims of individual class members would create a risk  
10 of inconsistent or varying adjudications that would establish incompatible standards of conduct for  
11 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to  
12 bring individual claims, 5) class members would be discouraged from pursuing individual claims  
13 because the damages available to them are relatively small, and 6) public policy encourages the use of  
14 the class actions to enforce employment laws and protect individuals who, by virtue of their  
15 subordinate position, are particularly vulnerable.

16       37. Judicial economy will be served by maintenance of this lawsuit as a class action. To  
17 process numerous virtually identical individual cases will significantly increase the expense on the  
18 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this  
19 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by  
20 this Court and doing so will provide multiple benefits to the litigating parties including, but not limited  
21 to, efficiency, economy, and uniform adjudication with consistent results.

22       38. Notice of a certified class action and any result or resolution of the litigation can be  
23 provided to class members by mail, email, publication, or such other methods of notice as deemed  
24 appropriate by the Court.

25       ///

26       ///

27       ///

## **FIRST CAUSE OF ACTION**

**FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS AT CORRECT RATE  
(Lab. Code, § 226.7)**

## **By the Rest Break Class Against Defendants**

39. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

40. Labor Code section 226.7 requires employers to provide employees rest periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission

- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

41. Section 11 of the applicable IWC Wage Order provides:

“(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

1 (C) A rest period need not be authorized for employees whose total daily work time  
2 is less than three and one-half (3 ½) hours. Authorized rest period time shall be  
3 counted as hours worked for which there shall be no deduction from wages.

4 (D) If an employer fails to provide an employee a rest period in accordance with the  
5 applicable provisions of this order, the employer shall pay the employee one (1) hour  
6 of pay at the employee's regular rate of compensation for each workday that the rest  
7 period is not provided."

8 42. Per the California Supreme Court, the "regular rate of compensation", for purposes  
9 of paying premiums for denied rest breaks, must account for not only hourly wages for also other  
10 nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood*  
11 *Hotel, LLC* (2021) 2021 WL 2965438.)

12 43. During the relevant time period, Plaintiff and other members of the Rest Break  
13 Class were not provided with rest breaks as required by law and did not receive an additional hour  
14 of premium pay at the appropriate regular rate of compensation for each missed rest break.

15 44. Wherefore, Plaintiff and the Rest Break Class have been injured and request relief  
16 as hereinafter provided.

17 **SECOND CAUSE OF ACTION**  
**FAILURE TO PAY SICK LEAVE AT CORRECT RATE**  
(Lab. Code, §§ 218, 233, 246 *et seq.*)  
**By the Sick Pay Class Against Defendants**

18 45. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
19 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
20 allegations of this cause of action.

21 46. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt  
22 employees at that employee's "regular rate of pay."

23 47. According to the California Supreme Court, sick pay is a form of wages. (*Murphy v.*  
24 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.)

25 48. Labor Code section 233 provides that "any employer who provides sick leave for  
26 employees shall permit an employee to use in any calendar year the employee's accrued and  
27 available sick leave entitlement, in an amount not less than the sick leave that would be accrued

1 during six months at the employee's then current rate of entitlement, for the reasons specified in  
2 subdivision (a) of Section 246.5."

3       49. During the relevant time period, Defendants intentionally and willfully failed to pay  
4 Plaintiff and other members of the Sick Pay Class sick pay as required by law. Accordingly,  
5 Plaintiff and other members of the Sick Pay Class did not receive the full amount of paid sick time  
6 that they were entitled to receive by law, and were therefore denied the right to use sick leave  
7 within the meaning of Labor Code sections 233(a) and (c).

8       50. Any employer who violates Labor Code section 233 is liable to employees for the  
9 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'  
10 fees and costs. (Lab. Code, § 233, subds. (d), (e).)

11       51.    Further, Labor Code section 218 authorizes a private right of action to recover unpaid  
12 wages.

13       52.    Wherefore, Plaintiff and the Sick Pay Class have been injured as set forth above and  
14 request relief as hereafter provided.

### THIRD CAUSE OF ACTION

**FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS  
(Lab. Code, § 226(a))**

## **By the Wage Statement Class Against Defendants**

18       53. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
19 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
20 allegations of this cause of action.

21       54. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the  
22 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the  
23 check, draft, or voucher paying the employee's wages, or separately when the wages are paid by  
24 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)  
25 total hours worked by the employee [ . . . ], (3) the number of piece-rate units earned and any applicable  
26 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the  
27 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the

1 last four digits of his or her social security number or an employee identification number, (8) the name  
2 and address of the legal entity that is the employer [ . . . ], (9) all applicable hourly rates in effect during  
3 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if  
4 the employer is a temporary services employer [ . . . ], the rate of pay and the total hours worked for each  
5 temporary services assignment.”

6 55. An employee suffering injury as a result of the knowing and intentional failure by an  
7 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual  
8 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
9 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate  
10 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s  
11 fees. (Lab. Code, § 226, subd. (e)(1).)

12 56. An employee is deemed to suffer injury if the employer fails to provide a wage  
13 statement or if the employer fails to provide accurate and complete information as required by any one  
14 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and  
15 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee  
16 during the pay period or any of the other information required to be provided pursuant to Labor Code  
17 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name  
18 and address of the employer and iv) the name of the employee and the last four digits of his or her  
19 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-  
20 (iv).) “Promptly and easily determine” means a reasonable person would be able to readily ascertain  
21 the information without reference to other documents or information. (Lab. Code, § 226, subd.  
22 (e)(2)(C).)

23 57. As set forth above, Defendants intentionally and willfully failed to furnish accurate  
24 itemized wage statements which complied with Labor Code section 226.

25 58. Wherefore, Plaintiff and the other members of the Wage Statement Class have been  
26 injured as set forth above and request relief as hereafter provided.

27 ///

28

**FOURTH CAUSE OF ACTION**  
**UNFAIR BUSINESS PRACTICES**  
**(Bus. & Prof. Code, § 17200, *et seq.*)**

## **By the Rest Break Class and the Sick Pay Class Against Defendants**

108. Plaintiff hereby reallege and incorporate by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

109. The statutory violations, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and include, but are not limited to, failing to properly pay overtime wages, impermissible taking of gratuities or tips, and failure to provide compliant rest and meal periods.

110. Wherefore, Plaintiff and the other members of the Rest Break Class and the Sick Pay Class have been injured as set forth above and request relief as hereafter provided.

**FIFTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
(Lab. Code, § 2698 *et seq.*)  
**By Plaintiff Against Defendants**

115. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

116. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

117. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also

1 aggrieved employees in that one or more of the alleged violations were also committed against  
2 them during their time of employment with Defendants.

3        118. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable  
4 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is  
5 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for  
6 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for  
7 each subsequent violation.

8        119. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved  
9 employee may recover the civil penalty on behalf of himself or herself and other current or former  
10 employees against whom one or more of the alleged violations was committed. Furthermore, any  
11 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees  
12 and costs.

13           120. Wherefore, Plaintiff and other employees (current and former) have been aggrieved  
14 as set forth above and request relief as hereafter provided.

**SIXTH CAUSE OF ACTION**  
**DISABILITY DISCRIMINATION**  
(Gov. Code, § 12940, subd. (a))  
By Plaintiff Against Defendants

18       59. Plaintiff hereby realleges and incorporates by reference each paragraph above as  
19       though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this  
20       cause of action.

21       60. The Fair Employment and Housing Act (“FEHA”) explicitly prohibits an employer  
22 from refusing to hire or employ a person, discharging a person from employment, or discriminating  
23 against such person in compensation or in terms, conditions or privileges of employment on the  
24 basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
25 medical condition, marital status, sex, age or sexual orientation. (Gov. Code, § 12940, subd. (a).)  
26 "Race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
27 medical condition, marital status, sex, age, or sexual orientation" includes a perception that the

1 person has any of those characteristics or that the person is associated with a person who has, or is  
2 perceived to have, any of those characteristics. (Gov. Code, § 12926, subd. (n).)

3 61. At all times relevant herein mentioned, Plaintiff was qualified for the position he  
4 held with Defendants.

5 62. Defendants were at all times material herein Plaintiff's employer pursuant to  
6 Government Code section 12926, subdivision (d) and were therefore barred from discriminating in  
7 its employment decisions in violation of Government Code section 12940, subdivision (a).

8 63. Nevertheless, as set forth above, Defendants discriminated against Plaintiff based on  
9 the basis of disability, in violation of Government Code section 12940, subdivision (a).

10 64. Defendants' actions towards Plaintiff were committed by them, their officers,  
11 directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious  
12 manner, and ratified by them, in order to injure or damage Plaintiff, thereby justifying an award of  
13 punitive damages.

14 65. Wherefore, Plaintiff has been injured as set forth above and requests relief as  
15 hereafter provided.

16 **SEVENTH CAUSE OF ACTION**  
17 **RETALIATION FOR OPPOSING DISCRIMINATION AND HARASSMENT**  
18 **(Gov. Code, § 12940, subd. (h))**  
19 **By Plaintiff Against Defendants**

20 66. Plaintiff hereby realleges and incorporates by reference each paragraph above as  
21 though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this  
cause of action.

22 67. The FEHA explicitly prohibits an employer from retaliating against an employee  
23 because the employee has opposed any practices forbidden by the FEHA or because the employee  
24 has filed a complaint, testified or assisted in any proceeding under the FEHA. (Gov. Code, §  
25 12940, subd. (h).)

26 68. Nevertheless, as set forth above, Defendants retaliated against Plaintiff in violation  
27 of Government Code section 12940, subdivision (h).

69. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

70. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

**EIGHTH CAUSE OF ACTION**  
**RETALIATION FOR TAKING PROTECTED MEDICAL LEAVE**  
(Gov. Code, § 12945.2)  
**By Plaintiff Against Defendants**

9       71. Plaintiff hereby realleges and incorporates by reference each and every paragraph  
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
11 allegations of this cause of action.

12       72.     The California Family Rights Act (“CFRA”) is part of the FEHA and explicitly  
13 prohibits an employer or person from discharging, expelling, or otherwise discriminating against  
14 any person because the person has taken protected medical leave. (Gov. Code, § 12945.2.)

15       73.    Nevertheless, as set forth above, Defendants discriminated against Plaintiff for  
16 taking leave pursuant to the CFRA.

17       74. Defendants' actions towards Plaintiff were committed or ratified by Defendants,  
18 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner  
19 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

20 || 75. Wherefore, Plaintiff requests relief as hereafter provided.

**NINTH CAUSE OF ACTION**  
**RETALIATION FOR REQUESTING ACCOMMODATION FOR DISABILITY**  
(Gov. Code, § 12940, subd. (m)(2))  
By Plaintiff Against Defendants

24       76. Plaintiff hereby realleges and incorporates by reference each and every allegation  
25 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
26 allegations of this cause of action.

77. The FEHA explicitly prohibits an employer from retaliating or otherwise discriminating against a person for requesting accommodation for a disability, regardless of whether the request was granted. (Gov. Code, § 12940, subd. (m)(2).)

78. Nevertheless, as set forth above, Defendants unlawfully retaliated against Plaintiff for requesting accommodation, in violation of the FEHA.

79. As a result of Defendant's conduct, Plaintiff has suffered damages.

80. Wherefore, Plaintiff seeks damages as set forth below.

## **TENTH CAUSE OF ACTION**

## **RELIGIOUS CREED DISCRIMINATION – FAILURE TO ACCOMMODATE**

(Gov. Code, § 12940, subd. (a))

**By Plaintiff Against Defendants**

81. Plaintiff hereby realleges and incorporates by reference each paragraph above as though fully set forth herein; except as said paragraphs are inconsistent with the allegations of this cause of action.

82. The Fair Employment and Housing Act ("FEHA") explicitly prohibits an employer from refusing to hire or employ a person, discharging a person from employment, or discriminating against such person in compensation or in terms, conditions or privileges of employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. (Gov. Code, § 12940, subd. (a).) "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics. (Gov. Code, § 12926, subd. (n).)

83. The FEHA further requires an employer to make reasonable accommodation for a person's religious belief or observance without undue hardship. (Gov. Code, § 12926, subd. (l).)

84. At all times relevant herein mentioned, Plaintiff was qualified for the position he held with Defendants.

85. Defendants were at all times material herein Plaintiff's employer pursuant to Government Code section 12926, subdivision (d) and were therefore barred from discriminating in its employment decisions in violation of Government Code section 12940, subdivision (a).

86. Nevertheless, as set forth above, Defendants discriminated against Plaintiff based on the basis of religious belief or observance, in violation of Government Code section 12940, subdivision (a).

87. Defendants' actions towards Plaintiff were committed by them, their officers, directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious manner, and ratified by them, in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

88. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

**ELEVENTH CAUSE OF ACTION**  
**FAILURE TO PREVENT DISCRIMINATION AND RETALIATION**  
(Gov. Code, § 12940, subd. (k))  
**By Plaintiff Against Defendants**

89. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

90. FEHA requires an employer to take all reasonable steps necessary to prevent discrimination and retaliation from occurring. (Gov. Code, § 12940, subd. (k).)

91. Nevertheless, as set forth above, Defendants failed to prevent discrimination and retaliation against Plaintiff.

92. As a result of Defendants' conduct, Plaintiff has suffered damages.

93. Defendants' actions towards Plaintiff were committed by them, their officers, directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious manner, and ratified by them, in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

94. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

**TWELFTH CAUSE OF ACTION**  
**FAILURE TO PAY OVERTIME AT CORRECT RATE**  
(Labor Code §§ 510 and 1198)  
**By Plaintiff Against Defendants**

95. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

9        96. Pursuant to California Labor Code section 510, any work in excess of eight hours in  
10      one workday and any work in excess of 40 hours in any one workweek and the first eight hours  
11      worked on the seventh day of work in any one workweek shall be compensated at the rate of no  
12      less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12  
13      hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an  
14      employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall  
15      be compensated at the rate of no less than twice the regular rate of pay of an employee.

16        97. Pursuant to California Labor Code section 1198, the maximum hours of work and  
17 standard conditions of labor fixed by the commission shall be the maximum hours of work and the  
18 standard conditions of labor for employees and the employment of any employee for longer hours  
19 than those fixed by the commission or under conditions of labor prohibited by the order is  
20 unlawful.

21        98. The “regular rate of pay” includes all remuneration for employment paid to the  
22 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,  
23 commissions, non-discretionary bonuses, and the value of meals and lodging. See DLSE  
24 Enforcement Policies and Interpretations Manual Section 49.

25 99. During the relevant time period, Plaintiff regularly worked overtime.

26        100. During the relevant time period, Defendants intentionally and willfully failed to pay the  
27 proper overtime wages due to Plaintiff.

101. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

**THIRTEENTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE**  
(Lab. Code, §§ 226.7, 512)  
**By Plaintiff Against Defendants**

102. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

103. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

104. Labor Code section 512(a) and the applicable wage order provide that an employer may not employ a person for a work period of more than five hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

105. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay for each missed meal period.

106. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

**FOURTEENTH CAUSE OF ACTION**  
**FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**  
(Lab. Code, § 201, *et seq.*)  
**By Plaintiff Against Defendants**

8       107. Plaintiff hereby realleges and incorporates by reference each and every allegation set  
9 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the  
10 allegations of this cause of action.

11       108. Labor Code section 201 provides that if an employer discharges an employee, the wages  
12 earned and unpaid at the time of discharge are due and payable immediately.

13        109. Labor Code section 202 requires an employer to pay an employee all earned wages  
14 within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting  
15 if the employee has given 72 hours previous notice of his or her intention to quit.

16        110. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when her  
17 employment with Defendants ended.

18 111. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter  
19 provided.

## PRAYER FOR RELIEF

21 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

## 22 | As to the First, Second, Third, and Fourth Causes of Action:

1. That this Court certify the Class;
2. That this Court appoint Plaintiff as the representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;

- 1 4. That this Court award actual, compensatory, special, and general damages as well as
- 2 restitutionary relief to Sayad and the members of the Class, including but not limited to
- 3 the remedies provided for under Labor Code section 233, subdivision (d);
- 4 5. That this Court award injunctive relief, including that available under Labor Code
- 5 section 226(h) and Business and Professions Code Section 17203;
- 6 6. That this Court award penalties and liquidated damages including, but not limited
- 7 to, those available under Labor Code §§ 226(e) and 226.7 to Plaintiff and the
- 8 members of the Class;
- 9 7. That this Court award statutory attorneys' fees and costs, including those available
- 10 under Labor Code §§ 218.5, 226(e)(1), 233(e), 1194, and 2699(g), as well as Code
- 11 of Civil Procedure § 1021.5;
- 12 8. That this Court award prejudgment and post-judgment interest according to any
- 13 applicable provision of law or as otherwise permitted by law; and
- 14 9. That this Court award such other and further relief as the court deems just and proper.

15 **As to the Fifth Cause of Action:**

- 16 1. For civil penalties, including but not limited to those available under Labor Code
- 17 sections 226.3, 558, and 2699(f);
- 18 2. For injunctive relief;
- 19 3. For statutory attorneys' fees and costs, including but not limited to those available
- 20 under Labor Code section 2699(g);
- 21 4. For prejudgment and post-judgment interest according to any applicable provision
- 22 of law or as otherwise permitted by law, including those available under Civil Code
- 23 sections 3287(a) and 3289(b); and
- 24 5. For such other and further relief as the court deems just and proper.

25 **As to the Sixth through Eleventh Causes of Action:**

- 26 1. For compensatory damages, both general and special;
- 27 2. For punitive damages;

- 1       3. For injunctive relief;
- 2       4. For statutory attorneys' fees and costs, including those available under Government
- 3               Code section 12965(b) and Code of Civil Procedure section 1021.5;
- 4       5. For prejudgment and post-judgment interest according to any applicable provision
- 5               of law or as otherwise permitted by law, including those available under Civil Code
- 6               sections 3287(a) and 3289(b); and
- 7       6. For such other and further relief as the court deems just and proper.

8 **As to the Twelfth, Thirteenth, and Fourteenth Causes of Action:**

- 9       1. That this Court award injunctive relief, including that available under Labor Code
- 10               sections 226(h) and 248.5(e);
- 11       2. That this Court award unpaid wages;
- 12       3. That this Court award penalties including, but not limited to, those available under
- 13               Labor Code section 203 and 226;
- 14       4. That this Court award statutory attorneys' fees and costs, including those available
- 15               under Labor Code section 226, subdivisions (e)(1) and (h), as well as those available
- 16               under Code of Civil Procedure section 1021.5;
- 17       5. That this Court award prejudgment and post-judgment interest according to any
- 18               applicable provision of law or as otherwise permitted by law; and
- 19       6. That this Court award such other and further relief as the court deems just and proper.

20       ///

21 **DATED:** July 22, 2021

**MAYALL HURLEY P.C.**

22       By \_\_\_\_\_



23       JOHN P. BRISCOE  
24               Attorneys for Plaintiff  
25               RAOOF ABDUL SAYAD



# Exhibit 1



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

May 3, 2021

John Briscoe  
2453 Grand Canal Blvd.  
Stockton, California 95207

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 202104-13389528  
Right to Sue: Sayad / Pegasus Aviation Services, LLC

Dear John Briscoe:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

May 3, 2021

RE: **Notice of Filing of Discrimination Complaint**  
DFEH Matter Number: 202104-13389528  
Right to Sue: Sayad / Pegasus Aviation Services, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email [DRDOnlinerequests@dfeh.ca.gov](mailto:DRDOnlinerequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

May 3, 2021

Raoof Sayad  
8335 N. El Dorado St.  
Stockton, California 95210

**RE: Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 202104-13389528  
Right to Sue: Sayad / Pegasus Aviation Services, LLC

Dear Raoof Sayad:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 3, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email [DRDOnlinerequests@dfeh.ca.gov](mailto:DRDOnlinerequests@dfeh.ca.gov) and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION  
BEFORE THE STATE OF CALIFORNIA  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
Under the California Fair Employment and Housing Act  
(Gov. Code, § 12900 et seq.)**

## **In the Matter of the Complaint of**

Raoof Sayad

DFEH No. 202104-13389528

### Complainant.

vs.

Pegasus Aviation Services, LLC  
3901 Old International Airport Rd.  
Anchorage, Alaska 99502

## Respondents

1. Respondent Pegasus Aviation Services, LLC is an employer Pegasus Aviation Services, LLC subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
2. Complainant Raoof Sayad, resides in the City of Stockton, State of California.
3. Complainant alleges that on or about April 20, 2021, respondent took the following adverse actions:

**Complainant was harassed** because of complainant's religious creed - includes dress and grooming practices, disability (physical or mental).

**Complainant was discriminated against** because of complainant's race, ancestry, national origin (includes language restrictions), color, religious creed - includes dress and grooming practices, disability (physical or mental), medical condition (cancer or genetic characteristic), association with a member of a protected class, family care or medical leave (cfra) and as a result of the discrimination was terminated, laid off, denied reasonable accommodation for a disability, other, denied work opportunities or assignments, denied or forced to transfer, denied family care or medical leave (cfra).

**Complainant experienced retaliation** because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used a religious accommodation, participated as a witness in a discrimination

1 or harassment complaint, requested or used family care or medical leave (cfra) and as a  
2 result was terminated, laid off, denied reasonable accommodation for a disability, other,  
3 denied work opportunities or assignments, denied or forced to transfer, denied family care or  
medical leave (cfra).

3

4 **Additional Complaint Details:** Complainant was hired by Respondent on or around June 2,  
2018 as an Aircraft Maintenance Technician. At all times during his employment,  
5 Complainant's employment was at the Stockton Airport in Stockton, California. At all times  
during his employment, Complainant performed his job duties with dedication and  
6 distinction, and never received any writeups or other discipline in connection with his job  
performance. Complainant is a military veteran, and has knee and back disabilities in  
7 connection with his prior military service. These disabilities sometimes limited Complainant's  
ability to perform every aspect of his job duties, but he was generally accommodated by his  
8 coworkers. Shortly after his employment began, Complainant was subjected to harassment  
9 from a coworker, Scott (last name unknown). Complainant is a practicing Muslim and he  
was provided the accommodation of being allowed short breaks during the workday to pray.  
10 Scott was bothered by this and repeatedly told Complainant that he couldn't pray at work.  
Scott also expressed annoyance that Complainant was disabled and sometimes needed  
11 assistance from his coworkers. He stated to Complainant and others that he would review  
his employment application to see if Complainant disclosed his disability during the hiring  
12 process. Scott told Complainant's coworkers that Complainant was "on thin ice" and was  
going to be fired. Complainant felt that he was being targeted because of his religious  
13 beliefs and practices and also his disability, and complained as much to the Vice President  
of Respondent, Kyle Weber. The matter was addressed and Scott was subsequently  
14 transferred to a different work location. Additionally, Complainant's daughter is disabled and  
Complainant would sometimes need to take time off work to care for her. On October 13,  
15 2020, Complainant was assigned to work from 7:00 p.m. through 3:00 a.m. the following  
16 day. An aircraft was delayed in arriving, past the end of Complainant's scheduled shift.  
Complainant's daughter had a doctor's appointment scheduled for later that morning.  
17 Complainant informed his supervisor, Ron Poulin, that due to this doctor's appointment he  
would be unable to work past the end of his scheduled shift. Mr. Poulin replied derisively,  
18 texting "I see a dr appt at 0600 am must be a great doctor" (inferring that he did not believe  
Complainant) and threatening that "there may be consequences to that decision."  
19 Complainant complained about this to Human Resources on October 15, 2020, specifically  
pointing out that he had a scheduled doctor's appointment for his disabled daughter, and  
20 that he felt he was harassed and retaliated against. In or around October 2020, Complainant  
was injured in an on-the-job accident in which he slipped, fell, and suffered an injury to his  
21 lower back. As a result of this injury (which compounded Complainant's back disability),  
Complainant was unable to perform his normal job duties; he was assigned to light duty,  
22 doing paperwork in the office. This light duty accommodated Complainant's disclosed  
disability and it did not pose an undue burden for Respondent. Complainant also took a few  
23 days of intermittent medical leave as his symptoms flared. In or around early April 2020,  
Complainant learned that Scott was returning to the Stockton location. Complainant spoke  
24 with Mr. Poulin about this, explaining that Scott previously harassed Complainant about his  
praying and disability, but that as long as Scott didn't bother him, his return would not be a  
25 problem. On April 20, 2021, Complainant was informed that he was terminated. Mr. Weber  
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-2-

Complaint – DFEH No. 202104-13389528

28

Date Filed: May 3, 2021

1 and Leslie Roy of Human Resources told Complainant that he was "not fulfilling the  
2 requirements of the customers." Neither Mr. Weber or Ms. Roy would elaborate as to what  
3 this meant, or how Complainant had in any way failed to do his job. At the end of the  
4 termination meeting, Mr. Weber told Complainant that he was eligible for rehire, and "when  
you get better, call me, I mean it. We'll hire you again." Thus, the stated reason for  
Complainant's termination was pretextual. The foregoing list of misconduct is a partial list  
only, and set forth by way of example. Respondent failed to prevent the foregoing.

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-3-

Complaint - DFEH No. 202104-13389528

28

Date Filed: May 3, 2021

1 VERIFICATION

2 I, **John P Briscoe**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
on information and belief, which I believe to be true.

4 On May 3, 2021, I declare under penalty of perjury under the laws of the State of  
5 California that the foregoing is true and correct.

6 Stockton, CA

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# Exhibit 2

**Pegasus Aviation Services, LLC**

2553 Dulles View Dr, Suite 700

Page: 11 of 56

HERNDON, VA. 20171

Type: Regular

(571) 323-5200

**Employee Pay Checks From May 1, 2020 To Apr 22, 2021**

Pay Date: Jul 10, 2020

Check/Advice #: 3009805

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009805

Earnings	Hours	Amount	Year-to Date
V - Spot Bonus/Recognition Awa	0.00	1200.00	2400.00
V - Regular	0.00	0.00	35584.00
V - Overtime	0.00	0.00	1080.00
Doubletime	0.00	0.00	256.00
V - Life Group Term Excess	0.00	0.00	8.82

Deduction	Amount	Year-to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	0.00	646.10
V - 401(K)	144.00	4719.52
V - Dental Family	0.00	682.78
V Life Group Term - Excess Lif	0.00	8.82
V - Medical Emp + Family	0.00	2762.62
V - Vision Employee + Family	0.00	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	1200.00	11.37	74.40	17.40	0.00	16.71	12.00	144.00	924.12
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

**Direct Deposit**

Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	924.12

Earnings	Hours	Hourly Rate	Additional Amount
V - Spot Bonus/Recognition Awa	0.00	32.0000	0.00



# **Exhibit 3**

**Pegasus Aviation Services, LLC**

2553 Dulles View Dr, Suite 700

Page: 13 of 56

HERNDON, VA. 20171

Type: Regular

(571) 323-5200

**Employee Pay Checks From May 1, 2020 To Apr 22, 2021**

Pay Date: Jul 10, 2020

Check/Advice #: 3009785

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009785

Earnings	Hours	Amount	Year to Date
V - Regular	72.00	2304.00	35584.00
V - Overtime	8.00	384.00	1080.00
V - Life Group Term Excess	0.00	0.63	8.82
V - Spot Bonus/Recognition Awa	0.00	0.00	2400.00
Doubletime	0.00	0.00	256.00

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	46.15	646.10
V - 401(K)	322.64	4719.52
V - Dental Family	48.77	682.78
V Life Group Term - Excess Lif	0.63	8.82
V - Medical Emp + Family	197.33	2762.62
V - Vision Employee + Family	10.76	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	2688.63	119.29	147.91	34.59	0.00	76.82	23.86	626.28	1659.88
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	1659.88

Earnings	Hours	Hourly Rate	Additional Amount
V - Overtime	8.00	48.0000	0.00
V - Regular	72.00	32.0000	0.00



# **Exhibit 4**

**Pegasus Aviation Services, LLC**  
**Employee Earnings Report**

Check Detail  
 Pay Cycle: PEG1 (From: 02/01/17 To: 05/07/21)

Page 57 of 79  
 05/09/21  
 10:25 PM

Home Organization: 208 231 306 02	Paycheck Type: R	Voided: No
Employee Name: SAYAD, RAOOF A	Check Number: 3009785	Ref Check Number:
Employee: AK012225	Check Date: 07/10/20	Ref Check Date:

Hours:	80.00 Medicare Exempt PT:	0.00 SUTA State:	CA
Labor Amount:	2,688.63 Medicare Exempt Ded:	303.01 SUTA Exempt PT:	0.00
Earnings Amount:	2,688.63 Medicare Taxable:	2,385.62 SUTA Exempt Ded:	257.49
Reimbursements:	0.00 Medicare Withholding:	34.59 SUTA Subject Wage:	2,431.14
Gross Pay:	2,688.63 Addtl Medicare Taxable:	0.00 SUTA Excess Wage:	2,431.14
	Addtl Mdr Withholding:	0.00 SUTA Taxable:	0.00
Federal Exempt PT:	0.00 Medicare Accrued:	34.59 SUTA Accrued:	0.00
Federal Exempt Ded:	625.65		
Federal Taxable:	2,062.98 Soc Sec Exempt PT:	0.00 Deductions:	626.28
Federal Withholding:	119.29 Soc Sec Exempt Ded:	303.01 Contributions:	910.52
	Soc Sec Taxable:	2,385.62	
FUTA Exempt PT:	0.00 Soc Sec Withholding:	147.91 Work Comp Hours:	80.00
FUTA Exempt Ded:	257.49 Soc Sec Accrued:	147.91 Work Comp Labor:	2,688.00
FUTA Subject Wage:	2,431.14	Work Comp Earnings:	2,560.00
FUTA Taxable:	0.00 State Withholding:	76.82	
FUTA Accrued:	0.00 Local Withholding:	23.86 NET PAY:	1,659.88

Pay Type/Wrk Cmp	Code	State	Hours	Labor Amount	Earnings Amount	Ded/Cont	Code	Amount
Pay Type	VLG		0.00	0.63	0.63	Deduction	HSAEF	0.00
Pay Type	VO		8.00	384.00	384.00	Deduction	SPSUR	46.15
Pay Type	VR		72.00	2,304.00	2,304.00	Deduction	V401K	322.64
Workers' Comp	7428	CA	80.00	2,688.00	2,560.00	Deduction	VDEF	48.77
						Deduction	VLGTL	0.63
						Deduction	VMEF	197.33
						Deduction	VVISEF	10.76
						Contribution	HSAEF	250.00
						Contribution	VADD	0.47
						Contribution	VDEF	20.79
						Contribution	VLIFE	1.89
						Contribution	VLTD	5.40
						Contribution	VMEF	622.05
						Contribution	VSTD	9.92

Withholding Type	Code	Exempt Pay Types	Exempt Deductions	Taxable Wages	Withholding	Accrued Expenses
State Tax	CA	0.00	625.65	2,062.98	76.82	
Local Tax	CADI	0.00	303.01	2,385.62	23.86	



# **Exhibit 5**

LAW OFFICES  
**MAYALL HURLEY**

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE  
450 N. BRAND BLVD., SUITE 600  
GLENDALE, CALIFORNIA 91203  
(818) 646-6440  
MAILING ADDRESS:  
2453 GRAND CANAL BLVD.  
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD  
STOCKTON, CALIFORNIA 95207-8253  
FAX (209) 473-4818  
TELEPHONE (209) 477-3833  
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA  
STEVEN A. MALCOLM  
MARK E. BERRY  
WILLIAM J. GORHAM III  
NICHOLAS F. SCARDIGLI  
ROBERT J. WASSERMAN  
JENNY D. BAYSINGER  
JOHN P. BRISCOE  
VLADIMIR J. KOZINA  
RACHAEL ALLGAIER

OF COUNSEL  
J. ANTHONY ABBOTT

May 18, 2021

**SUBMITTED ELECTRONICALLY**

Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, California 94612

**SENT VIA CERTIFIED MAIL**

Pegasus Aviation Services, LLC  
3901 Old International Airport Rd.  
Anchorage, AK 99502

Re: Raoof Abdul Sayad

To whom it may concern:

This firm represents Raoof Abdul Sayad ("Sayad") in connection with his former employment with Pegasus Aviation Services, LLC. In accordance with California Labor Code section 2699.3, this letter shall serve as Sayad's written notice to the Labor and Workforce Development Agency ("LWDA") and Pegasus Aviation Services, LLC regarding the following violations, and facts and theories supporting those violations, on Sayad's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Pegasus Aviation Services, LLC.

Sayad was hired by Pegasus Aviation Services, LLC as an Aircraft Maintenance Technician to work at the Stockton Airport in Stockton, California. At all times relevant herein, Sayad was properly classified and paid as a nonexempt, hourly employee.

Though Sayad worked and earned overtime, Pegasus Aviation Services, LLC failed to pay his accrued overtime at the appropriate rate of pay, resulting in an underpayment of wages. Sayad earned and was paid nondiscretionary bonuses for good performance. For example, during the pay period of June 21 – July 4, 2020, Sayad earned a nondiscretionary bonus in the amount of \$1,200. (Exhibit A.) However, and though Sayad worked overtime during this pay period, Pegasus Aviation Services, LLC failed to incorporate the value of this earned nondiscretionary bonus into Sayad's "regular rate of pay" for purposes of calculating and paying overtime wages;

Labor and Workforce Development Agency  
Pegasus Aviation Services, LLC  
Re: Raoof Abdul Sayad  
May 18, 2021  
Page 2 of 3

instead, it merely took Sayad's base hourly rate of \$32 and multiplied it by 1.5. (Exhibit B.) Accordingly, Pegasus Aviation Services, LLC violated Labor Code section 510.

Pegasus Aviation Services, LLC also failed to provide paid sick days to its California employees, in accordance with the Labor Code. Sayad's wage statements did not show any accrued paid sick days or paid time off, and he was not provided with any separate writing showing such. Thus, Pegasus Aviation Services, LLC violated Labor Code section 246(i). On information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off in accordance with Labor Code section 246. To the extent that it did, and on information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off at the appropriate "regular rate of pay", accounting for the value of earned nondiscretionary bonuses and other items of compensation, in violation of Labor Code sections 233 and 246.

Because Sayad was not paid overtime at the appropriate rate, *supra*, the itemized wage statements issued to him failed to accurately show the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9), respectively.

Additionally, Sayad was denied rest and meal periods to which he was entitled. Sayad was *never* relieved of all duty and authorized and permitted to take an uninterrupted, ten-minute rest period. Further, and while he typically received meal periods, they were not authorized and permitted until Sayad had already worked six hours or more. Sayad was not paid an hour of pay at his regular rate of compensation for every rest and meal period not provided. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 226.7 and 512.

Last, Pegasus Aviation Services, LLC failed to maintain complete and accurate payroll records, as required by the Labor Code. On May 18, 2021, and following request by the undersigned, Pegasus Aviation Services, LLC produced a copy of Sayad's "Employee Earnings Reports"—computerized summaries of Sayad's earnings. (Exhibit C.) However, each of these reports fail to show the inclusive dates of the pay period for which Sayad was paid, the address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(6), (8), and (9), respectively. By failing to keep on file either copies of Sayad's wage statements or a computer-generated record, accurately showing all information required by Labor Code section 226, subdivision (a), Pegasus Aviation Services, LLC committed a further violation of section 226(a).

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Sayad's employment with Pegasus Aviation Services, LLC ended on or around April 20, 2021. However, at no point has Sayad been paid the full balance of unpaid overtime wages, accrued paid sick time, and premium payments for rest/meal break violations, *supra*. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 201 and 202.

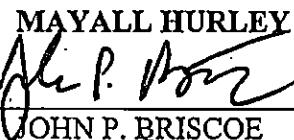
Labor and Workforce Development Agency  
Pegasus Aviation Services, LLC  
Re: Raoof Abdul Sayad  
May 18, 2021  
Page 3 of 3

The foregoing violations, and each of them, were committed as against other employees of Pegasus Aviation Services, LLC in California, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Sayad intends to file a civil complaint against Pegasus Aviation Services, LLC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

By   
JOHN P. BRISCOE

Enclosures  
CC: Heather Hearne (email)



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# Exhibit A

## Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

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HERNDON, VA. 20171

Type: Regular

(571) 323-5200

## Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009805

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009805

Earnings	Hours	Amount	Year to Date
V - Spot Bonus/Recognition Awa	0.00	1200.00	2400.00
V - Regular	0.00	0.00	35584.00
V - Overtime	0.00	0.00	1080.00
Doubletime	0.00	0.00	256.00
V - Life Group Term Excess	0.00	0.00	8.82

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	0.00	646.10
V - 401(K)	144.00	4719.52
V - Dental Family	0.00	682.78
V Life Group Term - Excess Lif	0.00	8.82
V - Medical Emp + Family	0.00	2762.62
V - Vision Employee + Family	0.00	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	1200.00	11.37	74.40	17.40	0.00	16.71	12.00	144.00	924.12
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

## Direct Deposit

Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	924.12

Earnings	Hours	Hourly Rate	Additional Amount
V - Spot Bonus/Recognition Awa	0.00	32.0000	0.00



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# **Exhibit B**

## Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

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HERNDON, VA. 20171

Type: Regular

(571) 323-5200

## Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009785

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009785

Earnings	Hours	Amount	Year to Date
V - Regular	72.00	2304.00	35584.00
V - Overtime	8.00	384.00	1080.00
V - Life Group Term Excess	0.00	0.63	8.82
V - Spot Bonus/Recognition Awa	0.00	0.00	2400.00
Doubletime	0.00	0.00	256.00

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	46.15	646.10
V - 401(K)	322.64	4719.52
V - Dental Family	48.77	682.78
V Life Group Term - Excess Lif	0.63	8.82
V - Medical Emp + Family	197.33	2762.62
V - Vision Employee + Family	10.76	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	2688.63	119.29	147.91	34.59	0.00	76.82	23.86	626.28	1659.88
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	1659.88

Earnings	Hours	Hourly Rate	Additional Amount
V - Overtime	8.00	48.0000	0.00
V - Regular	72.00	32.0000	0.00



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# Exhibit C

**Pegasus Aviation Services, LLC**  
**Employee Earnings Report**

Check Detail  
 Pay Cycle: PEG1 (From: 02/01/17 To: 05/07/21)

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 05/09/21  
 10:25 PM

Home Organization: 208,231,306,02	Paycheck Type: R	Voided: No
Employee Name: SAYAD, RAOOF A	Check Number: 3009785	Ref Check Number:
Employee: AK012225	Check Date: 07/10/20	Ref Check Date:

Hours:	80.00 Medicare Exempt PT:	0.00 SUTA State:	CA
Labor Amount:	2,688.63 Medicare Exempt Ded:	303.01 SUTA Exempt PT:	0.00
Earnings Amount:	2,688.63 Medicare Taxable:	2,385.62 SUTA Exempt Ded:	257.49
Reimbursements:	0.00 Medicare Withholding:	34.59 SUTA Subject Wage:	2,431.14
Gross Pay:	2,688.63 Addtl Medicare Taxable:	0.00 SUTA Excess Wage:	2,431.14
	Addtl Mdrp Withholding:	0.00 SUTA Taxable:	0.00
Federal Exempt PT:	0.00 Medicare Accrued:	34.59 SUTA Accrued:	0.00
Federal Exempt Ded:	625.65		
Federal Taxable:	2,062.98 Soc Sec Exempt PT:	0.00 Deductions:	626.28
Federal Withholding:	119.29 Soc Sec Exempt Ded:	303.01 Contributions:	910.52
	Soc Sec Taxable:	2,385.62	
FUTA Exempt PT:	0.00 Soc Sec Withholding:	147.91 Work Comp Hours:	80.00
FUTA Exempt Ded:	257.49 Soc Sec Accrued:	147.91 Work Comp Labor:	2,688.00
FUTA Subject Wage:	2,431.14	Work Comp Earnings:	2,560.00
FUTA Taxable:	0.00 State Withholding:	76.82	
FUTA Accrued:	0.00 Local Withholding:	23.86 NET PAY:	1,659.88

Pay Type/Wrk Cmp	Code	State	Hours	Labor Amount	Earnings Amount	Ded/Cont	Code	Amount
Pay Type	VLG		0.00	0.63	0.63	Deduction	HSAEF	0.00
Pay Type	VO		8.00	384.00	384.00	Deduction	SPSUR	46.15
Pay Type	VR		72.00	2,304.00	2,304.00	Deduction	V401K	322.64
Workers' Comp	7428	CA	80.00	2,688.00	2,560.00	Deduction	VDEF	48.77
						Deduction	VLGTL	0.63
						Deduction	VMEF	197.33
						Deduction	VVISEF	10.76
						Contribution	HSAEF	250.00
						Contribution	VADD	0.47
						Contribution	VDEF	20.79
						Contribution	VLIFE	1.89
						Contribution	VLTD	5.40
						Contribution	VMEF	622.05
						Contribution	VSTD	9.92

Withholding Type	Code	Exempt Pay Types	Exempt Deductions	Taxable Wages	Withholding	Accrued Expenses
State Tax	CA	0.00	625.65	2,062.98	76.82	
Local Tax	CADI	0.00	303.01	2,385.62	23.86	